

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

NATHEN BARTON,

Plaintiff,

v.

REAL INNOVATION, INC.;  
RICHARDSON MARKETING GROUP,  
LLC; DERYCK D. RICHARDSON; PETER  
REIERSON; and JOHN DOES 1-10,

Defendants.

Case No.: 3:24-cv-5194

**ANSWER AND CROSS-  
CLAIMS OF DEFENDANT  
REAL INNOVATION, INC.;  
AND PETER REIERSON**

**ANSWER TO COMPLAINT**

Defendants Real Innovation, Inc. and Peter Reierson ("Defendants") respond to Plaintiff's Amended Complaint in like numbered paragraphs as follows:

**I. INTRODUCTION**

1. This paragraph contains only legal conclusions and does not contain any factual allegations alleged toward Defendants; therefore, a response is not necessary.
2. This paragraph contains only legal conclusions and does not contain any factual allegations alleged toward Defendants; therefore, a response is not necessary.

- 1 3. This paragraph contains only legal conclusions and does not contain any factual  
2 allegations alleged toward Defendants; therefore, a response is not necessary.
- 3 4. This paragraph contains only legal conclusions and does not contain any factual  
4 allegations alleged toward Defendants; therefore, a response is not necessary.
- 5 5. This paragraph contains only legal conclusions and does not contain any factual  
6 allegations alleged toward Defendants; therefore, a response is not necessary.
- 7 6. This paragraph contains only legal conclusions and does not contain any factual  
8 allegations alleged toward Defendants; therefore, a response is not necessary.
- 9 7. This paragraph contains only legal conclusions and does not contain any factual  
10 allegations alleged toward Defendants; therefore, a response is not necessary.
- 11 8. This paragraph contains only legal conclusions and does not contain any factual  
12 allegations alleged toward Defendants; therefore, a response is not necessary.
- 13 9. This paragraph contains only legal conclusions and does not contain any factual  
14 allegations alleged toward Defendants; therefore, a response is not necessary.
- 15 10. This paragraph contains only legal conclusions and does not contain any factual  
16 allegations alleged toward Defendants; therefore, a response is not necessary.
- 17 11. This paragraph contains only legal conclusions and does not contain any factual  
18 allegations alleged toward Defendants; therefore, a response is not necessary.
- 19 12. This paragraph contains only legal conclusions and does not contain any factual  
20 allegations alleged toward Defendants; therefore, a response is not necessary.
- 21 13. This paragraph contains only legal conclusions and does not contain any factual  
22 allegations alleged toward Defendants; therefore, a response is not necessary.
- 23 14. This paragraph contains only legal conclusions and does not contain any factual  
24 allegations alleged toward Defendants; therefore, a response is not necessary.
- 25 15. This paragraph contains only legal conclusions and does not contain any factual  
26 allegations alleged toward Defendants; therefore, a response is not necessary.

- 1 16. Defendants lack sufficient knowledge or information sufficient to form a belief about  
2 the truth of the allegation in this paragraph, and therefore deny.
- 3 17. Admit Real Innovation, Inc. hired Richardson Marketing Group to perform marketing  
4 services. Deny the remainder of the allegations in this paragraph.
- 5 18. This paragraph contains only legal conclusions and does not contain any factual  
6 allegations alleged toward Defendants; therefore, a response is not necessary.
- 7 19. This paragraph contains only legal conclusions and does not contain any factual  
8 allegations alleged toward Defendants; therefore, a response is not necessary.
- 9 20. Deny.
- 10 21. Admit Real Innovation, Inc. hired Richardson Marketing Group to call individuals  
11 who opted in to receiving telephone calls regarding insurance and admit that the  
12 August 9 and August 22, 2023, phone calls to Plaintiff were initiated by Defendant  
13 Richardson Marketing Group. Deny the remainder of the allegations in this paragraph.
- 14 22. Admit Plaintiff emailed Real Innovation on August 11, 2023. Deny the remainder of  
15 the allegations in this paragraph.
- 16 23. The email speaks for itself.
- 17 24. Real Innovation, Inc. did receive an additional call with Plaintiff on August 22, 2023  
18 from Richardson Marketing Group where Plaintiff consented to be transferred. Per  
19 Plaintiff's prior email, Real Innovation, inc. placed him on Real Innovation, Inc.'s "Do  
20 Not Call" list and had not contacted him but did receive a call where Plaintiff again  
21 was posing as a prospect consenting to be transferred and then hung up on Real  
22 Innovation, Inc.'s agent once connected.
- 23 25. Deny. Real Innovation, Inc. received a call from a different marketer in November  
24 2023. Plaintiff provided written consent weeks prior, in October 2023, and consented  
25 to be transferred when asked by the marketer at the time of the call.
- 26 26. Defendants lack sufficient knowledge or information sufficient to form a belief about  
27

1 the truth of the allegation in this paragraph, and therefore deny.

2 **II. BASIS FOR JURISDICTION**

3 27. Defendants lack sufficient knowledge or information sufficient to form a belief about  
4 the truth of the allegation in this paragraph, and therefore deny.

5 28. Admit jurisdiction with this Court is correct. Deny the remaining allegations in this  
6 paragraph.

7 29. Deny Defendants “directed telephone calls to Plaintiff’s phone.” Defendants lack  
8 sufficient knowledge or information regarding the remaining allegations in this  
9 paragraph sufficient to form a belief about the truth of the allegation in this paragraph,  
10 and therefore deny.

11 30. Deny. Real Innovation, Inc. never called Plaintiff. To ensure only agents licensed in the  
12 state a consumer requests coverage, it is customary to confirm the state of residence.

13 31. Defendants lack sufficient knowledge or information sufficient to form a belief about  
14 the truth of the allegation in this paragraph, and therefore deny.

15 32. Defendants lack sufficient knowledge or information sufficient to form a belief about  
16 the truth of the allegation in this paragraph, and therefore deny.

17 33. This paragraph contains only legal conclusions and does not contain any factual  
18 allegations alleged toward Defendants; therefore, a response is not necessary.

19 34. This paragraph contains only legal conclusions and does not contain any factual  
20 allegations alleged toward Defendants; therefore, a response is not necessary.

21 35. This paragraph contains only legal conclusions and does not contain any factual  
22 allegations alleged toward Defendants; therefore, a response is not necessary.

23 36. This paragraph contains only legal conclusions and does not contain any factual  
24 allegations alleged toward Defendants; therefore, a response is not necessary.

25 37. Deny.

26 38. This paragraph contains only legal conclusions and does not contain any factual  
27

1       allegations alleged toward Defendants; therefore, a response is not necessary. To the  
2       extent a response is necessary, deny.

3                               **III.     THE PARTIES TO THE LITIGATION**

4       39. Defendants lack sufficient knowledge or information sufficient to form a belief about  
5       the truth of the allegation in this paragraph, and therefore deny.

6       40. Admit.

7       41. Admit.

8       42. Admit.

9       43. Deny.

10      44. Defendants lack sufficient knowledge or information sufficient to form a belief about  
11      the truth of the allegation in this paragraph, and therefore deny.

12      45. Defendants lack sufficient knowledge or information sufficient to form a belief about  
13      the truth of the allegation in this paragraph, and therefore deny.

14      46. Defendants lack sufficient knowledge or information sufficient to form a belief about  
15      the truth of the allegation in this paragraph, and therefore deny.

16      47. Defendants lack sufficient knowledge or information sufficient to form a belief about  
17      the truth of the allegation in this paragraph, and therefore deny.

18      48. This paragraph contains only legal conclusions and does not contain any factual  
19      allegations alleged toward Defendants; therefore, a response is not necessary. To the  
20      extent a response is necessary, deny.

21                               **IV.     STATEMENT OF CLAIM**

22      49. Defendants lack sufficient knowledge or information sufficient to form a belief about  
23      the truth of the allegation in this paragraph, and therefore deny.

24      50. Defendants lack sufficient knowledge or information sufficient to form a belief about  
25      the truth of the allegation in this paragraph, and therefore deny.

26      51. Defendants lack sufficient knowledge or information sufficient to form a belief about  
27

1 the truth of the allegation in this paragraph, and therefore deny.

2 52. Defendants lack sufficient knowledge or information sufficient to form a belief about  
3 the truth of the allegation in this paragraph, and therefore deny.

4 53. Defendants lack sufficient knowledge or information sufficient to form a belief about  
5 the truth of the allegation in this paragraph, and therefore deny.

6 54. Defendants lack sufficient knowledge or information sufficient to form a belief about  
7 the truth of the allegation in this paragraph, and therefore deny.

8 55. Defendants lack sufficient knowledge or information sufficient to form a belief about  
9 the truth of the allegation in this paragraph, and therefore deny.

10 56. This paragraph contains only legal conclusions and does not contain any factual  
11 allegations alleged toward Defendants; therefore, a response is not necessary. To the  
12 extent a response is necessary, deny.

#### 13 **General Facts**

14 57. Deny that Real Innovation, Inc. initiated any telephone calls to Plaintiff. Defendants  
15 lack sufficient knowledge or information sufficient to form a belief about the truth of  
16 the remaining allegations in this paragraph, and therefore deny.

17 58. Deny.

#### 18 **Monikers**

19 59. Defendants lack sufficient knowledge or information sufficient to form a belief about  
20 the truth of the allegation in this paragraph, and therefore deny.

21 60. Defendants lack sufficient knowledge or information sufficient to form a belief about  
22 the truth of the allegation in this paragraph, and therefore deny.

23 61. Defendants lack sufficient knowledge or information sufficient to form a belief about  
24 the truth of the allegation in this paragraph, and therefore deny.

25 62. Defendants lack sufficient knowledge or information sufficient to form a belief about  
26 the truth of the allegation in this paragraph, and therefore deny.

63. This paragraph contains only legal conclusions and does not contain any factual allegations alleged toward Defendants; therefore, a response is not necessary. To the extent a response is necessary, deny.

64. This paragraph contains only legal conclusions and does not contain any factual allegations alleged toward Defendants; therefore, a response is not necessary. To the extent a response is necessary, deny.

65. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

66. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

67. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

68. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

69. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

70. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

71. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

#### **Script A**

72. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

73. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

74. Defendants lack sufficient knowledge or information sufficient to form a belief about

1 the truth of the allegation in this paragraph, and therefore deny.

2 **Script B**

3 75. Defendants lack sufficient knowledge or information sufficient to form a belief about  
4 the truth of the allegation in this paragraph, and therefore deny.

5 76. Defendants lack sufficient knowledge or information sufficient to form a belief about  
6 the truth of the allegation in this paragraph, and therefore deny.

7 77. Defendants lack sufficient knowledge or information sufficient to form a belief about  
8 the truth of the allegation in this paragraph, and therefore deny.

9 78. Defendants lack sufficient knowledge or information sufficient to form a belief about  
10 the truth of the allegation in this paragraph, and therefore deny.

11 79. Defendants lack sufficient knowledge or information sufficient to form a belief about  
12 the truth of the allegation in this paragraph, and therefore deny.

13 **Script C**

14 80. Defendants lack sufficient knowledge or information sufficient to form a belief about  
15 the truth of the allegation in this paragraph, and therefore deny.

16 81. Defendants lack sufficient knowledge or information sufficient to form a belief about  
17 the truth of the allegation in this paragraph, and therefore deny.

18 82. Defendants lack sufficient knowledge or information sufficient to form a belief about  
19 the truth of the allegation in this paragraph, and therefore deny.

20 **Script D**

21 83. Defendants lack sufficient knowledge or information sufficient to form a belief about  
22 the truth of the allegation in this paragraph, and therefore deny.

23 84. Defendants lack sufficient knowledge or information sufficient to form a belief about  
24 the truth of the allegation in this paragraph, and therefore deny.

25 85. Defendants lack sufficient knowledge or information sufficient to form a belief about  
26 the truth of the allegation in this paragraph, and therefore deny.



**Script E**

86. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

87. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

88. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

**Script F**

89. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

90. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

91. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

**Script G**

92. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

93. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

94. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

95. This paragraph contains only legal conclusions and does not contain any factual allegations alleged toward Defendants; therefore, a response is not necessary. To the extent a response is necessary, deny.

96. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

1 97. Admit that Real Innovation, Inc. received a similar fraudulent claim of uncontested  
2 contact where a serial litigant opted in and requested to be contacted by a marketing  
3 firm about certain products and, subsequent to his written and verbal consent, was  
4 transferred to Real Innovation, Inc.

5 **Script H**

6 98. Defendants lack sufficient knowledge or information sufficient to form a belief about  
7 the truth of the allegation in this paragraph, and therefore deny.

8 99. Defendants lack sufficient knowledge or information sufficient to form a belief about  
9 the truth of the allegation in this paragraph, and therefore deny.

10 100. Defendants lack sufficient knowledge or information sufficient to form a belief  
11 about the truth of the allegation in this paragraph, and therefore deny.

12 101. Defendants lack sufficient knowledge or information sufficient to form a belief  
13 about the truth of the allegation in this paragraph, and therefore deny.

14 **Script I**

15 102. Defendants lack sufficient knowledge or information sufficient to form a belief  
16 about the truth of the allegation in this paragraph, and therefore deny.

17 103. Defendants lack sufficient knowledge or information sufficient to form a belief  
18 about the truth of the allegation in this paragraph, and therefore deny.

19 **Script J**

20 104. Defendants lack sufficient knowledge or information sufficient to form a belief  
21 about the truth of the allegation in this paragraph, and therefore deny.

22 105. Defendants lack sufficient knowledge or information sufficient to form a belief  
23 about the truth of the allegation in this paragraph, and therefore deny.

24 **Script K**

25 106. Defendants lack sufficient knowledge or information sufficient to form a belief  
26 about the truth of the allegation in this paragraph, and therefore deny.

1 107. Defendants lack sufficient knowledge or information sufficient to form a belief  
2 about the truth of the allegation in this paragraph, and therefore deny.

3 **Tying all the monikers to the Telemarketer**

4 108. Deny.

5 109. Defendants lack sufficient knowledge or information sufficient to form a belief  
6 about the truth of the allegation in this paragraph, and therefore deny.

7 110. Defendants lack sufficient knowledge or information sufficient to form a belief  
8 about the truth of the allegation in this paragraph, and therefore deny.

9 111. Defendants lack sufficient knowledge or information sufficient to form a belief  
10 about the truth of the allegation in this paragraph, and therefore deny.

11 112. Defendants lack sufficient knowledge or information sufficient to form a belief  
12 about the truth of the allegation in this paragraph, and therefore deny.

13 113. Defendants lack sufficient knowledge or information sufficient to form a belief  
14 about the truth of the allegation in this paragraph, and therefore deny.

15 114. Defendants lack sufficient knowledge or information sufficient to form a belief  
16 about the truth of the allegation in this paragraph, and therefore deny.

17 115. Deny.

18 116. Defendants lack sufficient knowledge or information sufficient to form a belief  
19 about the truth of the allegation in this paragraph, and therefore deny.

20 117. Defendants lack sufficient knowledge or information sufficient to form a belief  
21 about the truth of the allegation in this paragraph, and therefore deny.

22 118. Defendants lack sufficient knowledge or information sufficient to form a belief  
23 about the truth of the allegation in this paragraph, and therefore deny.

24 119. Defendants lack sufficient knowledge or information sufficient to form a belief  
25 about the truth of the allegation in this paragraph, and therefore deny.

26 120. Defendants lack sufficient knowledge or information sufficient to form a belief  
27

1 about the truth of the allegation in this paragraph, and therefore deny.

2 121. Defendants lack sufficient knowledge or information sufficient to form a belief  
3 about the truth of the allegation in this paragraph, and therefore deny.

4 122. Deny.

5 123. Defendants lack sufficient knowledge or information sufficient to form a belief  
6 about the truth of the allegation in this paragraph, and therefore deny.

7 124. Defendants lack sufficient knowledge or information sufficient to form a belief  
8 about the truth of the allegation in this paragraph, and therefore deny.

9 125. Defendants lack sufficient knowledge or information sufficient to form a belief  
10 about the truth of the allegation in this paragraph, and therefore deny.

11 126. Defendants lack sufficient knowledge or information sufficient to form a belief  
12 about the truth of the allegation in this paragraph, and therefore deny.

13 127. Deny.

14 128. Defendants lack sufficient knowledge or information sufficient to form a belief  
15 about the truth of the allegation in this paragraph, and therefore deny.

16 129. Defendants lack sufficient knowledge or information sufficient to form a belief  
17 about the truth of the allegation in this paragraph, and therefore deny.

18 130. Defendants lack sufficient knowledge or information sufficient to form a belief  
19 about the truth of the allegation in this paragraph, and therefore deny.

20 131. Defendants lack sufficient knowledge or information sufficient to form a belief  
21 about the truth of the allegation in this paragraph, and therefore deny.

22 132. Defendants lack sufficient knowledge or information sufficient to form a belief  
23 about the truth of the allegation in this paragraph, and therefore deny.

24 **The Calls**

25 133. This paragraph contains only legal conclusions and does not contain any factual  
26 allegations alleged toward Defendants; therefore, a response is not necessary. To the

1 extent a response is necessary, deny.

2 134. This paragraph contains only legal conclusions and does not contain any factual  
3 allegations alleged toward Defendants; therefore, a response is not necessary. To the  
4 extent a response is necessary, deny.

5 135. This paragraph contains only legal conclusions and does not contain any factual  
6 allegations alleged toward Defendants; therefore, a response is not necessary. To the  
7 extent a response is necessary, deny.

8 136. This paragraph contains only legal conclusions and does not contain any factual  
9 allegations alleged toward Defendants; therefore, a response is not necessary. To the  
10 extent a response is necessary, deny.

11 137. This paragraph contains only legal conclusions and does not contain any factual  
12 allegations alleged toward Defendants; therefore, a response is not necessary. To the  
13 extent a response is necessary, deny.

14 138. This paragraph contains only legal conclusions and does not contain any factual  
15 allegations alleged toward Defendants; therefore, a response is not necessary. To the  
16 extent a response is necessary, deny.

17 139. Deny.

18 140. This paragraph contains only legal conclusions and does not contain any factual  
19 allegations alleged toward Defendants; therefore, a response is not necessary. To the  
20 extent a response is necessary, deny.

21 141. This paragraph contains only legal conclusions and does not contain any factual  
22 allegations alleged toward Defendants; therefore, a response is not necessary. To the  
23 extent a response is necessary, deny.

24 142. This paragraph contains only legal conclusions and does not contain any factual  
25 allegations alleged toward Defendants; therefore, a response is not necessary. To the  
26 extent a response is necessary, deny.

1 143. This paragraph contains only legal conclusions and does not contain any factual  
2 allegations alleged toward Defendants; therefore, a response is not necessary. To the  
3 extent a response is necessary, deny.

4 144. This paragraph contains only legal conclusions and does not contain any factual  
5 allegations alleged toward Defendants; therefore, a response is not necessary. To the  
6 extent a response is necessary, deny.

7 145. This paragraph contains only legal conclusions and does not contain any factual  
8 allegations alleged toward Defendants; therefore, a response is not necessary. To the  
9 extent a response is necessary, deny.

10 146. This paragraph contains only legal conclusions and does not contain any factual  
11 allegations alleged toward Defendants; therefore, a response is not necessary. To the  
12 extent a response is necessary, deny.

13 147. Deny.

14 148. Defendants lack sufficient knowledge or information sufficient to form a belief  
15 about the truth of the allegation in this paragraph, and therefore deny.

16 149. Defendants lack sufficient knowledge or information sufficient to form a belief  
17 about the truth of the allegation in this paragraph, and therefore deny.

18 150. This paragraph contains only legal conclusions and does not contain any factual  
19 allegations alleged toward Defendants; therefore, a response is not necessary. To the  
20 extent a response is necessary, deny.

21 151. Defendants lack sufficient knowledge or information sufficient to form a belief  
22 about the truth of the allegation in this paragraph, and therefore deny.

23 152. Defendants lack sufficient knowledge or information sufficient to form a belief  
24 about the truth of the allegation in this paragraph, and therefore deny.

25 153. Deny.

26 154. Defendants lack sufficient knowledge or information sufficient to form a belief

1 about the truth of the allegation in this paragraph, and therefore deny.

2 155. Defendants lack sufficient knowledge or information sufficient to form a belief  
3 about the truth of the allegation in this paragraph, and therefore deny.

4 156. Defendants lack sufficient knowledge or information sufficient to form a belief  
5 about the truth of the allegation in this paragraph, and therefore deny.

6 157. Defendants lack sufficient knowledge or information sufficient to form a belief  
7 about the truth of the allegation in this paragraph, and therefore deny.

8 158. Defendants lack sufficient knowledge or information sufficient to form a belief  
9 about the truth of the allegation in this paragraph, and therefore deny.

10 159. Defendants lack sufficient knowledge or information sufficient to form a belief  
11 about the truth of the allegation in this paragraph, and therefore deny.

12 160. Deny the Defendants made any calls to Plaintiff. Defendants lack sufficient  
13 knowledge or information sufficient to form a belief about the truth of the remaining  
14 allegations in this paragraph, and therefore deny.

15 161. Deny the Defendants initiated any calls to Plaintiff. Defendants lack sufficient  
16 knowledge or information sufficient to form a belief about the truth of the remaining  
17 allegations in this paragraph, and therefore deny.

18 162. Deny.

19 163. Deny the Defendants initiated any calls to Plaintiff. Defendants lack sufficient  
20 knowledge or information sufficient to form a belief about the truth of the remaining  
21 allegations in this paragraph, and therefore deny.

22 **RIL is Liable for all the Calls**

23 164. Admit.

24 165. Admit Real Innovation, Inc. licensed insurance agents accept transfers from lead  
25 generation contractors.

26 166. Admit.

167. Admit Real Innovation, Inc. contracted with Defendant Richardson Marketing Group to provide client leads on or before August 9, 2023.

168. Admit Real Innovation, Inc. new Defendant Richardson Marketing Group was transferring clients who opted in to being called to Real Innovation, Inc.'s licensed insurance agents on or before August 9, 2023.

169. Deny Defendants initiated any call on August 9, 2023. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the remaining allegations in this paragraph, and therefore deny.

170. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the remaining allegations in this paragraph, and therefore deny.

171. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the remaining allegations in this paragraph, and therefore deny.

172. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the remaining allegations in this paragraph, and therefore deny.

173. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the remaining allegations in this paragraph, and therefore deny.

174. Admit Richardson Marketing Group transferred a telephone call to Real Innovation, Inc.'s licensed insurance agent on August 9, 2023.

175. Admit.

176. Admit.

177. Deny.

178. Admit.

179. Admit Mr. McNeal sold insurance. Deny the remaining allegations in this paragraph.

180. Admit Mr. McNeal sold burial insurance. Deny the remaining allegations in this paragraph.



181. Deny.

182. Admit that Mr. McNeal was accepting transfers from Real Innovation, Inc.'s lead generation contractors. Deny the remaining allegations in this paragraph.

183. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the remaining allegations in this paragraph, and therefore deny.

184. Admit.

185. Admit.

186. Admit.

187. Admit.

188. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the remaining allegations in this paragraph, and therefore deny.

189. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the remaining allegations in this paragraph, and therefore deny.

190. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the remaining allegations in this paragraph, and therefore deny.

191. Admit Richardson Marketing Group transferred leads to Real Innovation, Inc. and that Plaintiff emailed Real Innovation, Inc. on August 11, 2023. Deny the remaining allegations in this paragraph.

192. Admit Real Innovation, Inc. contracts with Richardson Marketing Group for lead generation. Deny the remaining allegations in this paragraph.

193. Deny.

194. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

195. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

196. Defendants lack sufficient knowledge or information sufficient to form a belief

about the truth of the allegations in this paragraph, and therefore deny.

197. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

198. Admit.

199. Admit. See answer to ¶186.

200. Admit Real Innovation, Inc. accepted a transfer on August 22, 2023. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the remaining allegations in this paragraph, and therefore deny.

201. Admit Real Innovation, Inc. new Defendant Richardson Marketing Group was transferring clients who opted in to being called to Real Innovation, Inc.'s licensed insurance agents on August 22, 2023.

202. Admit Real Innovation, Inc. contracted with Defendant Richardson Marketing Group to provide client leads on or before August 22, 2023.

203. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

204. Admit Real Innovation, Inc. agent Damon Roosh was placed on the call with Plaintiff.

205. Deny.

206. Deny.

207. Admit everything prior to "[zip noise indicates Damon left the call]". Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the remaining allegations in this paragraph, and therefore deny.

208. Deny.

209. Admit.

210. Admit Mr. McNeal sold insurance. Deny the remaining allegations in this paragraph.

211. Deny.

212. Deny.

213. Admit.

214. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

215. Admit.

216. Admit.

217. Admit.

218. Admit.

219. Deny.

220. Deny.

221. Admit that Real Innovation, Inc. contracted with Richardson Marketing Group to provide leads to Real Innovation, Inc. in compliance with all State and Federal Laws.

Deny the remaining allegations in this paragraph.

222. Deny.

223. Deny.

224. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

225. Deny that Defendants made any call to Plaintiff on November 21, 2023. Real Innovation, Inc. received a call on November 21, 2023, from a different marketer where Plaintiff had, in October 2023 visited that marketer's website and consented to be contacted for quotes as to certain products.

226. Deny.

227. Deny.

228. Deny.

229. Defendants lack sufficient knowledge or information sufficient to form a belief

about the truth of the allegations in this paragraph, and therefore deny.

230. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

231. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

232. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

233. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

234. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

235. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

236. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

237. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

238. Admit Real Innovation, Inc. was transferred a telephone call on November 21, 2023.

239. Deny.

240. Admit.

241. Admit Mr. Baca sold insurance. Deny the remaining allegations in this paragraph.

242. Deny.

243. Admit.

244. Admit.

245. Deny.

1 246. Deny.  
2 247. Deny.  
3 248. Admit.  
4 249. Admit.  
5 250. Admit.  
6 251. Admit.  
7 252. Deny.  
8 253. Admit.  
9 254. Admit Ms. Oliver sold insurance. Deny the remaining allegations in this paragraph.  
10 255. Deny.  
11 256. Deny.  
12 257. Deny.  
13 258. Admit.  
14 259. Admit.  
15 260. Admit.  
16 261. Admit.  
17 262. Admit.  
18 263. Defendants can neither admit nor deny the allegations in this paragraph as the  
19 website referenced is illegible.  
20 264. Defendants can neither admit nor deny the allegations in this paragraph as the  
21 website referenced is illegible.  
22 265. Defendants can neither admit nor deny the allegations in this paragraph as the  
23 website referenced is illegible.  
24 266. Admit some of Real Innovation, Inc.'s agents and leadership used to work for  
25 Assurance, Inc.  
26 267. Admit.  
27

1 268. Admit.

2 269. Admit.

3 270. Admit.

4 271. Deny.

5 272. Admit.

6 273. Admit.

7 274. Defendants lack sufficient knowledge or information sufficient to form a belief  
8 about the truth of the allegations in this paragraph, and therefore deny.

9 275. Defendants lack sufficient knowledge or information sufficient to form a belief  
10 about the truth of the allegations in this paragraph, and therefore deny.

11 276. Defendants lack sufficient knowledge or information sufficient to form a belief  
12 about the truth of the allegations in this paragraph, and therefore deny.

13 277. Defendants lack sufficient knowledge or information sufficient to form a belief  
14 about the truth of the allegations in this paragraph, and therefore deny.

15 278. Defendants lack sufficient knowledge or information sufficient to form a belief  
16 about the truth of the allegations in this paragraph, and therefore deny.

17 279. Defendants lack sufficient knowledge or information sufficient to form a belief  
18 about the truth of the allegations in this paragraph, and therefore deny.

19 280. Defendants lack sufficient knowledge or information sufficient to form a belief  
20 about the truth of the allegations in this paragraph, and therefore deny.

21 281. Real Innovation, Inc. has ended its contracts with Richardson Marketing Group.

22 282. Deny.

23 283. Deny.

24 284. Deny.

25 285. Deny.

26 **RMG Is Liable for All the Calls**

1 286. Admit the August 9, 2023, and August 22, 2023, calls referenced in the Amended  
2 Complaint were transferred from Richardson Marketing Group to Real Innovation  
3 Inc. Deny the remaining allegations in this paragraph.

4 287. Deny.

5 288. This paragraph contains only legal conclusions and does not contain any factual  
6 allegations alleged toward Defendants; therefore, a response is not necessary. To the  
7 extent a response is necessary, deny.

8 289. This paragraph contains only legal conclusions and does not contain any factual  
9 allegations alleged toward Defendants; therefore, a response is not necessary. To the  
10 extent a response is necessary, deny.

11 290. This paragraph contains only legal conclusions and does not contain any factual  
12 allegations alleged toward Defendants; therefore, a response is not necessary. To the  
13 extent a response is necessary, deny.

14 291. Defendants lack sufficient knowledge or information sufficient to form a belief  
15 about the truth of the allegations in this paragraph, and therefore deny.

16 292. Defendants lack sufficient knowledge or information sufficient to form a belief  
17 about the truth of the allegations in this paragraph, and therefore deny.

18 293. Defendants cannot respond to this allegation as the website address is illegible.

19 294. Defendants lack sufficient knowledge or information sufficient to form a belief  
20 about the truth of the allegations in this paragraph, and therefore deny.

21 295. Defendants lack sufficient knowledge or information sufficient to form a belief  
22 about the truth of the allegations in this paragraph, and therefore deny.

23 296. Defendants lack sufficient knowledge or information sufficient to form a belief  
24 about the truth of the allegations in this paragraph, and therefore deny.

25 297. Defendants lack sufficient knowledge or information sufficient to form a belief  
26 about the truth of the allegations in this paragraph, and therefore deny.

1 298. Defendants lack sufficient knowledge or information sufficient to form a belief  
2 about the truth of the allegations in this paragraph, and therefore deny.

3 299. This paragraph contains only legal conclusions and does not contain any factual  
4 allegations alleged toward Defendants; therefore, a response is not necessary. To the  
5 extent a response is necessary, deny.

6 300. This paragraph contains only legal conclusions and does not contain any factual  
7 allegations alleged toward Defendants; therefore, a response is not necessary. To the  
8 extent a response is necessary, deny.

9 301. This paragraph contains only legal conclusions and does not contain any factual  
10 allegations alleged toward Defendants; therefore, a response is not necessary. To the  
11 extent a response is necessary, deny.

12 302. Defendants lack sufficient knowledge or information sufficient to form a belief  
13 about the truth of the allegations in this paragraph, and therefore deny.

14 303. Defendants lack sufficient knowledge or information sufficient to form a belief  
15 about the truth of the allegations in this paragraph, and therefore deny.

16 304. Defendants lack sufficient knowledge or information sufficient to form a belief  
17 about the truth of the allegations in this paragraph, and therefore deny.

18 305. Defendants lack sufficient knowledge or information sufficient to form a belief  
19 about the truth of the allegations in this paragraph, and therefore deny.

20 306. Defendants lack sufficient knowledge or information sufficient to form a belief  
21 about the truth of the allegations in this paragraph, and therefore deny.

22 307. Defendants lack sufficient knowledge or information sufficient to form a belief  
23 about the truth of the allegations in this paragraph, and therefore deny.

24 308. Defendants lack sufficient knowledge or information sufficient to form a belief  
25 about the truth of the allegations in this paragraph, and therefore deny.

26 309. Defendants lack sufficient knowledge or information sufficient to form a belief  
27



about the truth of the allegations in this paragraph, and therefore deny.

310. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

311. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

312. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

313. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

314. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

315. Defendants cannot response to the allegations in this paragraph as portions of the paragraph are illegible.

316. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

317. Defendants cannot respond to the allegations in this paragraph because the website address is illegible.

318. Admit.

319. Deny.

320. Deny.

321. Deny.

322. Deny.

323. This paragraph does not contain any factual allegations that require a response. To the extent a response is necessary, deny.

324. Admit.

325. Admit.

326. Admit.

327. Admit.

328. Admit.

329. Admit.

330. Deny.

331. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

332. The allegations in this paragraph are not directed at Defendants and therefore a response is not necessary. To the extent a response is required, deny.

333. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

334. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

**Richardson and Reiersen are Liable for the Calls**

335. Admit.

336. Admit.

337. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

338. Admit.

339. Real Innovation, Inc. admits Richardson Marketing Group generated leads on its behalf. Deny the remainder of the allegations in this paragraph.

340. Real Innovation, Inc. admits Richardson Marketing Group generated leads on its behalf on or before August 8, 2023. Deny the remainder of the allegations in this paragraph.

341. Deny.

342. Deny.

1 343. Real Innovation, Inc. admits Richardson Marketing Group generated leads on its  
2 behalf in 2023. Deny the remainder of the allegations in this paragraph.

3 344. Deny.

4 345. Deny.

5 346. Real Innovation, Inc. admits Richardson Marketing Group generated leads on its  
6 behalf in 2023 and transferred leads who had opted in to being contact to Real  
7 Innovation, Inc.'s licensed insurance agents. Deny the remainder of the allegations in  
8 this paragraph.

9 347. Real Innovation, Inc. admits it contracted with other companies to generate leads.

10 348. Deny.

11 349. Deny.

12 350. Deny.

13 351. Admit Mr. Reiersen is the Chief Executive Officer of Real Innovation, Inc.

14 352. Mr. Reiersen admits Richardson Marketing Group generated leads on Real  
15 Innovation, Inc.'s behalf on or before August 8, 2023. Deny the remainder of the  
16 allegations in this paragraph.

17 353. Mr. Reiersen admits other companies were contracted with Real Innovation, Inc.  
18 to generate leads on Real Innovation, Inc.'s behalf on or before August 8, 2023. Deny  
19 the remainder of the allegations in this paragraph.

20 354. Deny.

21 355. Deny.

22 356. Deny. The reference to the website is illegible.

23 357. Defendants lack sufficient knowledge or information sufficient to form a belief  
24 about the truth of the allegations in this paragraph, and therefore deny.

25 358. Deny.

26 359. Defendants lack sufficient knowledge or information sufficient to form a belief

1 about the truth of the allegations in this paragraph, and therefore deny.

2 360. Deny.

3 361. Deny.

4 362. Defendants lack sufficient knowledge or information sufficient to form a belief  
5 about the truth of the allegations in this paragraph, and therefore deny.

6 363. Defendants lack sufficient knowledge or information sufficient to form a belief  
7 about the truth of the allegations in this paragraph, and therefore deny.

8 364. Deny.

9 365. Deny.

10 366. Defendants lack sufficient knowledge or information sufficient to form a belief  
11 about the truth of the allegations in this paragraph, and therefore deny.

12 367. Deny.

13 368. Defendants lack sufficient knowledge or information sufficient to form a belief  
14 about the truth of the allegations in this paragraph, and therefore deny.

15 369. Deny.

16 370. Defendants lack sufficient knowledge or information sufficient to form a belief  
17 about the truth of the allegations in this paragraph, and therefore deny.

18 371. Deny.

19 372. Defendants lack sufficient knowledge or information sufficient to form a belief  
20 about the truth of the allegations in this paragraph, and therefore deny.

21 373. Deny.

22 374. Deny.

23 375. Deny.

24 376. Deny.

25 377. Deny.

26 378. Deny.

379. Deny.

380. Deny.

381. Deny.

382. Deny.

383. Deny.

384. Deny.

385. Deny.

386. Deny.

387. Deny.

388. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

389. Deny.

390. Mr. Reiersen and Real Innovation, Inc. regularly review with the employees and agents of Real Innovation, Inc. the importance of complying with both State and Federal law. Deny the remaining allegations in this paragraph.

391. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

392. Deny.

393. Deny.

394. Deny.

395. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

396. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

397. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

398. Defendants lack sufficient knowledge or information sufficient to form a belief  
about the truth of the allegations in this paragraph, and therefore deny.

**These calls are Annoying**

399. This paragraph does not assert any factual allegations against Defendants therefore  
a response is not necessary. To the extent a response is required, deny.

400. This paragraph does not assert any factual allegations against Defendants therefore  
a response is not necessary. To the extent a response is required, deny.

401. This paragraph does not assert any factual allegations against Defendants therefore  
a response is not necessary. To the extent a response is required, deny.

402. Deny that Defendants initiated any alleged phone calls.

**V. RELIEF**

**Federal Claims – TCPA 47 U.S.C. 227 & 47 C.F.R. § 64.1200**

**Count 1**

403. Deny.

**Count 2**

404. Deny.

**Count 3**

405. Deny.

406. Deny.

407. Deny.

**Count 4**

408. Deny.

**Count 5**

409. Deny.

410. Deny.

411. Deny.

1 412. Deny.

2 **Count 6**

3 413. Deny.

4 414. Deny.

5 **Washington State Claims**

6 **Count 7**

7 **RCW 80.36.390 – Prior to July 23, 2023**

8 415. This paragraph includes only legal conclusions therefore no response is necessary.

9 To the extent a response is required, deny.

10 416. This paragraph includes only legal conclusions therefore no response is necessary.

11 To the extent a response is required, deny.

12 417. Deny.

13 **Count 8**

14 418. This paragraph includes only legal conclusions therefore no response is necessary.

15 To the extent a response is required, deny.

16 419. This paragraph includes only legal conclusions therefore no response is necessary.

17 To the extent a response is required, deny.

18 420. Deny.

19 **RCW 80.36.390 – On or after July 23, 2023.**

20 **Count 8**

21 421. This paragraph includes only legal conclusions therefore no response is necessary.

22 To the extent a response is required, deny.

23 422. This paragraph includes only legal conclusions therefore no response is necessary.

24 To the extent a response is required, deny.

25 423. Deny.

26 **Count 9**

1 424. This paragraph includes only legal conclusions therefore no response is necessary.

2 To the extent a response is required, deny.

3 425. This paragraph includes only legal conclusions therefore no response is necessary.

4 To the extent a response is required, deny.

5 426. Deny.

6 **Count 10**

7 427. This paragraph includes only legal conclusions therefore no response is necessary.

8 To the extent a response is required, deny.

9 428. This paragraph includes only legal conclusions therefore no response is necessary.

10 To the extent a response is required, deny.

11 429. Defendants lack sufficient knowledge or information sufficient to form a belief  
12 about the truth of the allegations in this paragraph, and therefore deny.

13 **Count 11**

14 430. This paragraph includes only legal conclusions therefore no response is necessary.

15 To the extent a response is required, deny.

16 431. This paragraph includes only legal conclusions therefore no response is necessary.

17 To the extent a response is required, deny.

18 432. Deny.

19 **Count 12**

20 433. This paragraph includes only legal conclusions therefore no response is necessary.

21 To the extent a response is required, deny.

22 434. This paragraph includes only legal conclusions therefore no response is necessary.

23 To the extent a response is required, deny.

24 435. Deny.

25 436. Deny.

26 **Count 13**



1 437. This paragraph includes only legal conclusions therefore no response is necessary.

2 To the extent a response is required, deny.

3 438. This paragraph includes only legal conclusions therefore no response is necessary.

4 To the extent a response is required, deny.

5 439. Deny.

6 440. Deny.

7 **RCW 80.36.400**

8 **Count 14**

9 441. This paragraph includes only legal conclusions therefore no response is necessary.

10 To the extent a response is required, deny.

11 442. Deny.

12 443. Deny.

13 444. Deny.

14 445. This paragraph includes only legal conclusions therefore no response is necessary.

15 To the extent a response is required, deny.

16 **Treble Damages**

17 446. Deny.

18 447. Deny.

19 448. Deny.

20 449. Deny.

21 450. Defendants lack sufficient knowledge or information sufficient to form a belief

22 about the truth of the allegations in this paragraph, and therefore deny.

23 451. Deny that Plaintiff is entitled to any relief.

24 **Injunctive Relief**

25 452. This paragraph includes only legal conclusions therefore no response is necessary.

26 To the extent a response is required, deny.

1 453. Deny.

2 454. Deny that Plaintiff is entitled to any relief.

3 **All Possible Statutory Damages**

4 455. Deny that Plaintiff is entitled to any relief.

5  
6 **AFFIRMATIVE DEFENSES**

- 7 1. The Complaint fails, in whole or in part, to state a claim upon which relief can be  
8 granted.
- 9 2. Plaintiff's claims are barred, in whole or in part, by the fact that he has not  
10 sustained a compensable injury by the acts alleged in the Complaint.
- 11 3. The Complaint and each purported claim contained therein are barred to the  
12 extent Plaintiff consented to the alleged phone calls.
- 13 4. The claims asserted in the Complaint are barred, in whole or in part, by the  
14 doctrines of waiver, estoppel, laches, unclean hands, and ratifications, and/or the  
15 applicable statute of limitations.
- 16 5. Plaintiff's damages, if any, have been caused by his own action or inaction.
- 17 6. Plaintiff failed to mitigate his damages.
- 18 7. Interpretations of the Telephone Consumer Protection Act ("TCPA") upon which  
19 Plaintiff's Complaint are based are unconstitutionally vague and overbroad and  
20 thus violate the Due Process Clause of the Fifth Amendment to the United States  
21 Constitution, and the Due Process provisions of the Fourteenth Amendment to  
22 the United States Constitution.
- 23 8. The statutory damages provision of the TCPA and statutory penalties sought by  
24 Plaintiff violate the safeguards guaranteed by the Fifth, Sixth, Eighth, and  
25 Fourteenth Amendments of the Constitutions of the United States, in addition to  
26 violating the Due Process Clause of the Fifth and Fourteenth Amendments,

1 because they constitute excessive fines and are grossly disproportionate to any  
2 actual harm that may be suffered by Plaintiff.

3 9. Any purported damages to Plaintiff, which Defendants deny, are the result of the  
4 acts or omissions of persons or entities over which Defendants had neither control  
5 nor responsibility.

6 10. The allegations subject to the Complaint and actions therein are attributable to  
7 third-parties over whom Defendant had no control or right to control, and recover  
8 is therefore barred or limited.

9 11. To the extent Defendants have an agency relationship with the co-defendants,  
10 Defendants directed such alleged agents to comply with all laws, including the  
11 TCPA, and Defendants cannot be held liable – vicariously or otherwise – for the  
12 failed actions of its alleged agents.

13 12. Treble damages are inappropriate as Defendants have not acted willfully or  
14 knowingly in violation of the TCPA.

15 13. Defendants are not liable to Plaintiff because Defendants acted reasonably and with  
16 due care and implemented reasonable practices and procedures to effectively  
17 prevent telephone solicitations in violation of the regulations prescribed under 47  
18 U.S.C. § 227 and/or other laws.

19 14. Plaintiff is not entitled to attorney's fees, punitive damages, treble damages,  
20 exemplary damages, or compensatory damages for his claims.

21 15. Plaintiff failed to join a necessary party.

22  
23 **WHEREFORE**, having answered, Defendants Real Innovation, Inc. and Peter  
24 Reiersen respectfully request the Court enter an Order dismissing Plaintiff's Complaint  
25 with prejudice at Plaintiff's costs and granting such other relief as it deems just and  
26 equitable.

DATED this 27th day of May 2024.

MAUSETH LEGAL, PLLC

/s/ Jensen S. Mauseth

Jensen S. Mauseth WSBA No. 45546

Mauseth Legal, PLLC

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*Attorneys for Real Innovation, Inc.  
and Peter Reiersen.*

**REAL INNOVATION, INC.'S AND PETER REIERSON'S CROSS CLAIM  
AGAINST RICHARDSON MARKETING GROUP, LLC AND DERYCK D.  
RICHARDSON**

Defendant Real Innovation, Inc. ("Real Innovation"), for its cross-claims against Defendants Richardson Marketing Group, LLC and Deryck D. Richardson (collectively "RMG Defendants"), states as follows:

**JURISDICTION**

1. For the limited purpose of this cross-claim and without admitting the truth thereof, Real Innovation reiterates and incorporates herein by reference the allegations in Plaintiff Nathen Barton's ("Plaintiff") Amended Complaint, as if fully stated herein. Real Innovation also incorporates by reference its Answer to Plaintiff's Amended Complaint.

2. This Court has jurisdiction to issue a declaratory judgment determining the rights

1 and obligations as between co-Defendants Real Innovation and RMG Defendants  
2 concerning RMG Defendants' obligation to indemnify Real Innovation against Plaintiff's  
3 claims.

#### 4 FACTUAL ALLEGATIONS

5 3. On or around July 24, 2023, Defendant Richardson Marketing Group, LLC,  
6 signed Lead Provision Agreement with Real Innovation, Inc.'s chief marketing officer  
7 Chuck Hoskovec. Exhibit 1.

8 4. The Notes section of Exhibit A to the "Lead Provision Agreement" provides, in  
9 part, that "All calls and leads provided by Richardson Marketing Group are TCPA  
10 compliant."

11 5. The "Lead Provision Agreement" also provides that "Each party shall defend,  
12 indemnify, and hold harmless the other party and their respective directors, officers, and  
13 employees from and against any and all losses, claims, damages (compensatory and  
14 punitive), liabilities and expenses, including reasonable costs of investigation and legal  
15 counsel fees and disbursements, which may be imposed upon or incurred by the other  
16 party as a result of any breach by the other party of this Agreement."

17 6. Real Innovation materially performed each of its obligations pursuant to the terms  
18 of the Lead Provision Agreement.

#### 19 COUNT I - DECLARATORY JUDGMENT - INDEMNIFICATION

20 7. Real Innovation adopts and incorporates by reference the above paragraphs as if  
21 fully stated herein.

22 8. Real Innovation seeks a judicial determination of RMG Defendants' obligations  
23 under the Lead Provision Agreement to indemnify Real Innovation for all damages, costs,  
24 and reasonable attorneys' fees arising from Plaintiff's Amended Complaint and the  
25 allegations therein.

26 9. Real Innovation and RMG Defendants had a valid contract in which RMG

1 Defendants agreed to “defend, indemnify, and hold harmless [Real Innovation] and [its]  
2 respective directors, officers, and employees from and against any and all losses, claims,  
3 damages (compensatory and punitive), liabilities and expenses, including reasonable costs  
4 of investigation and legal counsel fees and disbursements, which may be imposed upon or  
5 incurred by the other party as the result of any breach by the other party of this  
6 Agreement.”

7 10. Real Innovation and RMG Defendants had a valid contract in which RMG  
8 Defendants also agreed and assured Real Innovation that “All call and leads provided by  
9 Richardson Marketing Group are TCPA compliant.”

10 11. Plaintiff’s claims against Real Innovation and RMG Defendants are for violations  
11 of the TCPA and similar laws and regulations and are premised on allegations RMG  
12 Defendants violation the TCPA and similar laws and regulations.

13 12. RMG Defendants have control and/or authority over its agents, employees, and  
14 contractors.

15 13. On or about February 1, 2024, Real Innovation submitted a demand for  
16 indemnification to RMG Defendants under the Lead Provision Agreement.

17 14. RMG Defendants have not responded to Real Innovation’s demand and have not  
18 agreed to defend, indemnify, and hold harmless Real Innovation on Plaintiff’s claims  
19 against Real Innovation for violations of the TCPA and related laws and regulations.

20 15. Real Innovation is entitled to a declaration that RMG Defendants are required to  
21 indemnify Real Innovation pursuant to the Indemnification clause of the Lead Provision  
22 Agreement for all damages arising from Plaintiff’s claims, including reimbursement of its  
23 reasonable attorney’s fees and costs and any damages that may be entered against it by this  
24 Court.

25 **COUNT II – BREACH OF CONTRACT**

26 16. Real Innovation adopts and incorporates by reference the above paragraphs as if  
27

1 fully stated herein.

2 17. Real Innovation and RMG Defendants had a valid contract in which RMG  
3 Defendants agreed to pursue business in accordance with all laws including the TCPA.

4 18. Real Innovation, in turn, compensated RMG Defendants for their performance  
5 under the Lead Provision Agreement.

6 19. In exchange for compensation, RMG Defendants made several promises, including  
7 that they would “defend, indemnify, and hold harmless [Real Innovation] and [its]  
8 respective directors, officers, and employees from and against any and all losses, claims,  
9 damages (compensatory and punitive), liabilities and expenses, including reasonable costs  
10 of investigation and legal counsel fees and disbursements, which may be imposed upon or  
11 incurred by the other party as the result of any breach by the other party of this  
12 Agreement.”

13 20. RMG Defendants also promised that “All call and leads provided by Richardson  
14 Marketing Group are TCPA compliant.”

15 21. The claims against Real Innovation are claims that fall within the parameters of the  
16 Indemnification clause.

17 22. On or about February 1, 2024, Real Innovation submitted a demand for  
18 indemnification to RMG Defendants under the Lead Provision Agreement.

19 23. RMG Defendants have not responded to Real Innovation’s demand and have not  
20 agreed to defend, indemnify, and hold harmless Real Innovation on Plaintiff’s claims  
21 against Real Innovation for violations of the TCPA and related laws and regulations.

22 24. RMG Defendants breached the Lead Provision Agreement by allegedly failing to  
23 comply with all laws, including the Telephone Consumer Protection Act, and other related  
24 laws and regulations.

25 25. RMG Defendants’ refusal to abide by the terms of the Lead Provision Agreement  
26 constitutes a breach of such agreement.

26. Real Innovation is entitled to damages as against RMG Defendants on their breach of the Lead Provision Agreement, including compensatory damages and attorney's fees and costs of defending against Plaintiff's claims.

WHEREFORE, Defendant/Cross-Plaintiff, Real Innovation, Inc. respectfully demands the following relief:

1. Full indemnity from RMG Defendants;
2. All damages, costs, and reasonable attorneys' fees arising from RMG Defendants' breach of the Lead Provision Agreement; and
3. Any and all other relief to which it may be entitled.

DATED this 27th day of May 2024.

MAUSETH LEGAL, PLLC

/s/ Jensen S. Mauseth

Jensen S. Mauseth WSBA No. 45546

Mauseth Legal, PLLC

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Lynnwood, WA 98087

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Fax: (425) 242-5114

Email: jmauseth@mausethlegal.com

*Attorneys for Real Innovation, Inc.  
and Peter Reiersen.*




CERTIFICATE OF SERVICE

I hereby certify under the penalty of perjury under the laws of the State of Washington that on the date given below, I caused to be served a true and correct copy of the foregoing ANSWER AND CROSS-CLAIM to the following person(s) in the manner indicated below at the following address(es):

☒ Electronic Service   ☐ Electronic Mail   ☐ U.S. Mail   ☐ Hand Delivery

Nathen Barton  
4618 NW 11<sup>th</sup> CIR  
Camas, WA 98607

DATED this 27th day of May 2024, at Lynnwood, Washington.

  
\_\_\_\_\_  
Jensen S. Mauseth

# EXHIBIT 1

**LEAD PROVISION AGREEMENT**

This Lead Provision Agreement (“Agreement”) is made effective this (07 / 24 / 2023 ) by and between Richardson Marketing Group, LLC, (“RMG”), and Chuck Hoskovec (“Buyer”). Buyer offers products and services. RMG desires to refer certain prospective customers or leads to Buyer (the “Leads”), and Buyer desires to receive such Lead Information from RMG. In consideration of the mutual covenants and conditions herein, the parties hereby agree as follows:

**RMG agrees to provide Leads to Buyer and Buyer agrees to receive Leads from RMG. Buyer will pay a fee for each Lead provided to Buyer by RMG as set forth in Exhibit A.**

**Use of Leads.** Buyer agrees that Buyer shall only use the Leads or contact individuals identified in the Leads in compliance with all applicable laws and regulations. Buyer further agrees that Buyer shall not (1) send anything violent, threatening, pornographic, racist, hateful, or otherwise objectionable, (2) infringe on anyone’s intellectual property rights, defame anyone, impersonate anyone, or otherwise violate the rights of a third party, (3) hack, crack, phish, SQL inject, or otherwise compromise the security or integrity of anyone, or (4) take any acts or omit to take any acts that would cause harm to RMG or any individuals identified in the Leads. Buyer will disclose Lead Info only to its employees, officers, agents and any third parties (i) who have a need to know such Lead information for the purpose of responding to the Leads request; (ii) who are informed and educated on all legal restrictions on the use of the Leads; (iii) comply with all state and federal laws, and any other applicable laws or regulations.

**Compliance.** Buyer is responsible for ensuring compliance with all state and federal laws and regulations regarding its purchase and use of the Leads. Buyer will maintain records of and provide contact information for all individuals who request no further solicitation or contact for purposes of soliciting the products offered, in accordance with all state and federal laws and regulations (the “Opt Out List”). Buyer will provide RMG with the Opt Out List to ensure RMG knows when individuals identified in the Leads request no further solicitations. Buyer further agrees to cooperate with RMG, and provide any information requested by RMG for compliance or security purposes upon RMG’s request. Buyer represents and warrants is it not (1) in violation of any embargoes, export controls, or other laws of the United States or other countries having jurisdiction over this Agreement, RMG, or Buyer, (2) the person or entity executing this Agreement has the authority to bind Buyer, (3) Buyer will provide RMG with personal information, payment information, and other information RMG deems necessary to provide you with the Leads.

**Indemnification.** Each party shall defend, indemnify, and hold harmless the other party and their respective directors, officers, and employees from and against any and all losses, claims, damages (compensatory and punitive), liabilities and expenses, including reasonable costs of investigation and legal counsel fees and disbursements, which may be imposed upon or incurred by the other party as the result of any breach by the other party of this Agreement.

**Limitation of Liability and Warranties.**

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE PARTIES MAKE NO FURTHER WARRANTIES AND SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. RMG SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCURRED BY THE OTHER PARTY ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE

FOREGOING LIMITATION SHALL APPLY NOTWITHSTANDING ANYTHING ELSEWHERE IN THIS AGREEMENT.

**Term.** This Agreement shall begin on the Effective Date and continue until either party gives written notice of its intent to terminate this Agreement. In the event either party terminates the Agreement, Buyer shall still owe and be responsible for all payments or charges, and the RMG shall be entitled to draw from the Account, or Buyer's bank account or credit card, to receive any payments for and Leads or any amounts owed to RMG by Buyer under this Agreement, including disputed or chargebacked funds. No cash refunds will be given, service will be honored with pre-paid funds.

**Miscellaneous.** This Agreement represents the entire agreement of the parties and may be amended only by a writing signed by each of them. It supersedes any agreements, written or oral, by and between the parties. Any failure of a party to comply with any obligation, covenant, agreement or condition herein may be expressly waived in writing by the other party, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or stopples with respect to, any subsequent or other failure. Buyer may not assign this Agreement without the prior written consent of RMG. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio, without giving effect to the conflict-of-laws principles thereof. In no event shall either party be liable for any delay or failure on its part to perform under this Agreement, except for the failure to pay any money due to the other party, that is due to causes beyond the reasonable control of such party, including acts of God, war, explosion, fire, flood, or civil disturbance. The prevailing party in any dispute arising under or regarding this Agreement shall be entitled to an award of their attorneys' fees and costs.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**Buyer:**

**Richardson Marketing Group, LLC**

By  \_\_\_\_\_

By  \_\_\_\_\_

Name Chuck Hoskovec

Name Deryck Richardson

Title CMO

Title President/CEO

Date 07 / 24 / 2023

Date 07 / 24 / 2023

**Exhibit A**

Richardson Marketing Group will replace up to 50% of purchased leads for those that are invalid. Captive Agents: Please email a screenshot of the leads that were kicked out of your CRM system. We will replace up to 50% of those kick outs. Independent agents, or agents who do not use a CRM. Please provide a disposition report after calling through your delivery schedule. Disconnects and wrong numbers will be replaced up to 50%. All replacement requests must be sent to [rmgleaddelivery@gmail.com](mailto:rmgleaddelivery@gmail.com) and received within 30 days of the delivery schedule.

Initial lead order will be fulfilled in 48-72 business hours from the date the order was placed. For accounts with multiple deliveries, delivery dates are the 1st and 15th of each month.

Subscription Accounts are billed on the 1st and 15th. Unless specified as a Subscription, all orders are one time payments and will require authorization before the credit card is charged. Pauses longer than 30 days will render the Subscription invalid and delivery schedule will start over. To cancel, please email [rmgleaddelivery@gmail.com](mailto:rmgleaddelivery@gmail.com) at least 2 weeks prior to next billing date.

Subscription accounts work as follows:

\$250/month: Month 1, 300 leads. Month 2, 400 leads. Month 3, 500 leads. Month 4, 600 leads. Month 5, 700 leads. Month 6, 800 leads. Month 7, 900 leads. Month 8 and beyond, 1000 leads.

\$500/month: Month 1, 1000 leads. Month 2, 1500 lead. Month 3 and beyond, 2000 lead.

Agent Name: Chuck Hoskovec

Amount of Leads: 100

Email Address: [chuck.h@realinnovation.com](mailto:chuck.h@realinnovation.com), [pr@realinnovation.com](mailto:pr@realinnovation.com)

Lead Type: Life

Territory: All but 8 states

Delivery Schedule: asap

Initial Amount: \$3500

Subscription Amount: \$3500

Notes: All calls and leads provided by Richardson Marketing Group are TCPA compliant. If any question or dispute should arise, please contact Richardson Marketing Group and all proof will be provided within 24 hours protecting all parties. 2 minute buffer included. Static Pricing.

Sales Agent: David Cafeo

Thank you

**Subscription accounts only:**

initials PR

Credit Card Holder:

Peter Reiersen

Exp Date:

Billing Address:

City, State:

Credit Card Number:

Security Code:

Zip:

I authorize RMG to charge the above credit card, monthly, in compliance with this Agreement and Exhibit A.